

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>CREDIT SUISSE AG</td> <td></td> <td>02/17/2010</td> <td>Bank: SWITZERLAND</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	CREDIT SUISSE AG		02/17/2010	Bank: SWITZERLAND					
Name	Formerly	Execution Date	Entity Type										
CREDIT SUISSE AG		02/17/2010	Bank: SWITZERLAND										
<b>RECEIVING PARTY DATA</b>													
Name:	ARRIVAL COMMUNICATIONS, INC.												
Street Address:	515 S. FLOWER STREET, 47TH FLOOR												
City:	LOS ANGELES												
State/Country:	CALIFORNIA												
Postal Code:	90071												
Entity Type:	CORPORATION: DELAWARE												
<b>PROPERTY NUMBERS Total: 3</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2483555</td> <td>ARRIVAL COMMUNICATIONS</td> </tr> <tr> <td>Registration Number:</td> <td>2520958</td> <td>ARRIVAL</td> </tr> <tr> <td>Registration Number:</td> <td>2521823</td> <td>ARRIVAL COMMUNICATIONS</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2483555	ARRIVAL COMMUNICATIONS	Registration Number:	2520958	ARRIVAL	Registration Number:	2521823	ARRIVAL COMMUNICATIONS	
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Registration Number:	2483555	ARRIVAL COMMUNICATIONS											
Registration Number:	2520958	ARRIVAL											
Registration Number:	2521823	ARRIVAL COMMUNICATIONS											
<b>CORRESPONDENCE DATA</b>													
Fax Number:	(866)826-5420												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	3016380511												
Email:	ipresearchplus@comcast.net												
Correspondent Name:	IP Research Plus, Inc.												
Address Line 1:	21 Tadcaster Circle												
Address Line 2:	Attn: Penelope J.A. Agodoa												
Address Line 4:	Waldorf, MARYLAND 20602												
<b>ATTORNEY DOCKET NUMBER:</b>	35453												
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa												

**900155075**

**TRADEMARK**  
**REEL: 004151 FRAME: 0814**

**OP \$90.00 2483555**

Signature:	/pja/
Date:	02/18/2010
Total Attachments: 5 source=35453#page1.tif source=35453#page2.tif source=35453#page3.tif source=35453#page4.tif source=35453#page5.tif	

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of February 17, 2010 (this "**Release**"), by CREDIT SUISSE AG (as successor in interest to Credit Suisse), as Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the First Lien Credit Agreement or the First Lien Security Agreement, as applicable, referred to below.

Reference is made to (i) the First Lien Credit Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien Credit Agreement**"), among U.S. TelePacific Corp. (the "**Borrower**"), U.S. TelePacific Holdings Corp. (the "**Parent**"), the Subsidiary Guarantors party thereto, the Lender Parties from time to time party thereto (the "**Lenders**") and Credit Suisse, as Administrative Agent and Collateral Agent (in such capacity, the "**Collateral Agent**"), (ii) the First Lien Security Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien Security Agreement**"), among the Borrower, the grantors party thereto and the Collateral Agent and (iii) the First Lien Intellectual Property Security Agreement dated as of August 4, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**First Lien Intellectual Property Security Agreement**") among the Borrower, the grantors party thereto and to the Collateral Agent.

WHEREAS, in connection with the First Lien Credit Agreement, the First Lien Security Agreement and the First Lien Intellectual Property Security Agreement, Arrival Communications, Inc. (the "**Grantor**") entered into the First Lien Intellectual Property Security Agreement Supplement No.1 (the "**First Lien Intellectual Property Security Agreement Supplement No.1**"), dated February 23, 2007, recorded in the United States Patent and Trademark Office as of February 27, 2007 in Reel/Frame 003489/0115.

WHEREAS, pursuant to the First Lien Intellectual Property Security Agreement Supplement No.1, the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, the trademarks of the Grantor set forth on Schedule I hereto (the "**Trademarks**").

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the First Lien Credit Agreement, and the release of security interests under the Loan Documents, the Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademarks granted under the First Lien Intellectual Property Security Agreement Supplement No.1.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademark Collateral and reassigns all right, title and interest it has in the Trademark Collateral to the Company. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Company and at the expense of the Company, to evidence the release and termination of the

Collateral Agent's security interests in the Trademark Collateral. The Collateral Agent shall take all further actions and provide to the Company, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Company and at the expense of the Company, to more fully and effectively effectuate the purposes of this Trademark Release.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Trademark Release as of the day and year first above written.

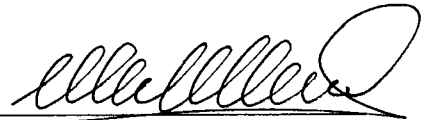
CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH (as successor in  
interest to "Credit Suisse, New York  
Branch"),  
as Collateral Agent

By



Name: JUDITH E. SMITH  
Title: MANAGING DIRECTOR

By



Name: ILYA IVASHKOV  
Title: ASSOCIATE

*Signature Page to the First Lien Trademark Release*

[[3197520]]

TRADEMARK  
REEL: 004151 FRAME: 0818

**Schedule I**

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number</b>
Arrival Communications, Inc.	Arrival Communications	2483555
Arrival Communications, Inc.	Arrival	2520958
Arrival Communications, Inc.	Arrival Communications & Design	2521823